

Bill of Sale

1. This Bill of Sale is entered into and executed as of September ___, 2025, and shall be effective as of October 7, 2025 (the “**Effective Date**”), by TIMBERLINE ENERGY, LLC, a Delaware limited liability company (“**Seller**”), in favor of Hernando County (“**Buyer**”).

2. Conveyance. For good and valuable consideration as set forth in the Termination of Landfill Gas Purchase Agreement and Wellfield Maintenance Agreement dated as of even date herewith between the Parties (the “**Agreement**”), the receipt and adequacy of which Seller hereby acknowledges, Seller hereby irrevocably sells, assigns, transfers, conveys, grants, bargains, and delivers to Buyer, all of its right, title and interest in and to the assets listed in EXHIBIT A attached to and made a part of this Bill of Sale (“**Landfill Assets**”). For abundance of clarity, the Landfill Assets are depicted on EXHIBIT B which is attached hereto and made a part of this Bill of Sale. Any capitalized term that is not expressly defined herein shall have the same meaning as defined in the Agreement.

3. Disclaimer of Warranties. BUYER ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE ASSETS BUYER HEREBY ACCEPTS THE ASSETS ON AN “AS-IS”, “WHERE-IS”, “WITH ALL FAULTS” BASIS. SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE ASSETS, AND SELLER HEREBY EXPLICITLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED WITH RESPECT TO THE ASSETS, INCLUDING, BUT WITHOUT LIMITATION, ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. BY ACCEPTING THIS BILL OF SALE, BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF.

4. Release of Claims. In consideration of Seller’s conveyance of the Landfill Assets, Buyer, for itself and its affiliates, directors and officers, employees, agents, successors and assigns hereby releases, remits and forever discharges Seller, its directors, officers, members, managers, partners, employees, agents, affiliates, successors and assigns of and from any and all claims, liabilities, damages, demands, rights and causes of action, of whatsoever kind or nature, whether known or unknown, relating to or arising out of the Landfill Assets or this Bill of Sale.

5. Governing Law. This Bill of Sale is governed by, and construed in accordance with, the laws of the State of Florida, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

6. Entire Agreement. This Bill of Sale and the Agreement constitutes the entire understanding and agreement between the Buyer and Seller with respect to its subject matter and supersedes all previous communications, both oral and written, representations and understandings between the parties with respect to the subject matter of this Bill of Sale.

7. No Amendment. No amendment or modification of this Bill of Sale shall be valid or binding on the parties hereto unless made in writing and signed on behalf of each of the Buyer and Seller.

8. Counterparts. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Bill of Sale delivered by e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Buyer have each duly executed and delivered this Bill of Sale as of the date first written above.

TIMBERLINE ENERGY, LLC

Signed by:
By: Aimee DiTommaso
Name: Aimee DiTommaso
Title: Chief Commercial Officer

HERNANDO COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Name: BRIAN HAWKINS
Title: CHAIRMAN



Exhibit A
Landfill Assets

1. Switchgear Connex Container (includes House Transformer and Breaker Panel)
2. Parts Storage Connex Container
3. Office/Workshop Connex Container
4. Exhaust Stack
5. Forklift (Model No. RT-706J, Serial No. 183597)
6. Radiator
7. Open concrete pads
8. Import Transformer
9. Repair parts for the County's Flare Station as follows:
 - a. Schneider Elec. VFD Large # ATV71HD45N4 Rebuilt
 - b. 60 HP Elec. Motor for Blower/used/CAT #EM4310T SPEC# 14MO43X881G1
 - c. Elec. Motor for Gas Cooler 2HP MODEL # C6T17FB65F / New
 - d. Primary Condensate Filter/ MS 44444 #321-2123WN936 / New
 - e. Thermal instrument Flow Meter #2020112 / Spare
 - f. Blower Site Glass x 2 #893328EO / New
 - g. Motor to Blower Direct Drive Gear assembly / 10S-60MM / 10S-1 7/8" / 10JEMS / New
 - h. Blower Shaft Seal Kit / # 401975.0
 - i. Small VFD Face Plate assembly / #VX4A71100Y / 38418 / New
 - j. Phoenix Contact 8ch / #FL-SWITCH SF 8 TX / New
 - k. Automation Direct Blower PLC / # DO-06AR / Programmed !
 - l. Honeywell Recorder for Flare / USED/ condition unknown.
 - m. Blower Industrial Control Transformers x 2 / #FS23000
 - n. VFD Altivar Programmers x 2 / # VW3A1101
 - o. KimRay Rebuild Parts Kits / # RBGD 2 IN 2 OZ D REP KIT
 - p. Elec. Fan Motor for Control Room A/C / #MMK055TED8579012B
 - q. Well Heads x 12 / Flow Wing / 2" / New
 - r. Fern Co's x 7 / 6" x 4" / New
 - s. Well Field Hose Clamps x 85 / New
 - t. Siemens Ultramat Gas Analyzer x 1 /#371
10. County Flare Station skid components: (i) complete Kaeser blower package, (ii) VFD Panel with PLC, (iii) flare candlestick, (iv) filter knockout, (v) main GSOV, and (vi) Gas Analyzer
11. Any other equipment left on the LFG Utilization Facility Site as set forth in the Agreement.

Exhibit B

Depiction of Landfill Assets

1. Switchgear Connex Container (includes House Transformer and Breaker Panel)



2. Parts Storage Connex Container



3. Office/Workshop Connex Container





4. Exhaust Stack



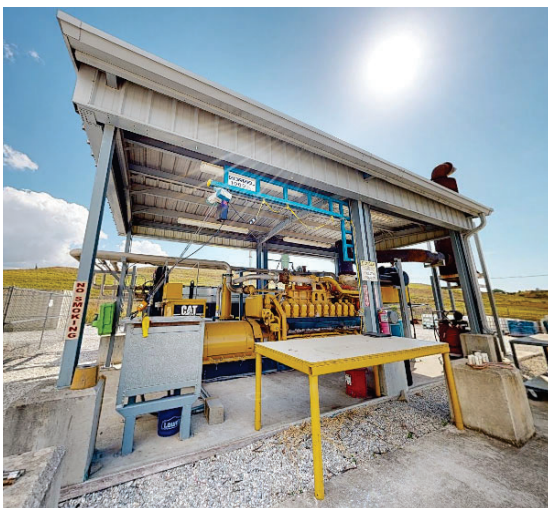
5. Forklift (Model No. RT-706J, Serial No. 183597



6. Radiator



7. Open concrete pads



8. Import Transformer



9. The following repair parts for the County's Flare Station:
- a. Schneider Elec. VFD Large # ATV71HD45N4 Rebuilt
 - b. 60 HP Elec. Motor for Blower/used/CAT #EM4310T SPEC# 14MO43X881G1
 - c. Elec. Motor for Gas Cooler 2HP MODEL # C6T17FB65F / New
 - d. Primary Condensate Filter/ MS 44444 #321-2123WN936 / New
 - e. Thermal instrument Flow Meter #2020112 / Spare
 - f. Blower Site Glass x 2 #893328EO / New
 - g. Motor to Blower Direct Drive Gear assembly / 10S-60MM / 10S-1 7/8" / 10JEMS / New
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